



County of San Bernardino

F A S

**FLOOD CONTROL DISTRICT
STANDARD CONTRACT**

FOR COUNTY USE ONLY

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dept. 097	A	Contract Number	
County Department Public Works – Flood Control			Dept. 091	Orgn. 091	Contractor's License No.		
County Department Contract Representative William M. Collins, P.E., Chief			Telephone 387-8983		Total Contract Amount \$460,600		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date June 3, 2003		Contract End Date		Original Amount \$460,600	Amendment Amount
Fund RFD	Dept. 091	Organization 091	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. 11F01193	Amount \$460,000	
RFD	091	091	200	2445	11F01700	\$600	
Project Name SPILLWAY & DAM FOR S SAN SEVAINE BASIN #5 & ETIWANDA CREEK CHANNEL INVERT REPAIR			Estimated Payment Total by Fiscal Year FY 02/03 Amount \$460.600 I/D FY Amount I/D				

THIS CONTRACT is entered into in the State of California by the San Bernardino County Flood Control District, hereinafter called the DISTRICT, and

Name

AMEC – Earth & Environmental, Inc.

hereinafter
called

CONSULTANT

Address

4201 Santa Ana Street, Suite F

Ontario, CA 91761

Telephone

(909) 605-6500

Federal ID No. or Social

Security No. **91-1641772**

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

WITNESSETH

WHEREAS, San Bernardino County Flood Control District (hereinafter referred to as **DISTRICT**) proposes to construct and inspect facilities and appurtenant work within the City of Rancho Cucamonga. Said work hereinafter referred to as **PROJECT**; and

WHEREAS, the **PROJECT** will be funded in part by a loan and grant from the United States Department of the Interior Bureau of Reclamation (hereinafter referred to as **BUREAU**); and

WHEREAS, the **PROJECT** will fall under the jurisdiction of the State of California Department of Water Resources Division of Safety of Dams (hereinafter referred to as **DSOD**); and

WHEREAS, **DISTRICT** desires to engage the **CONSULTANT** to provide required personnel pertinent to the construction material testing and geotechnical inspection of the **PROJECT**.

NOW, THEREFORE, in consideration of the premises and mutual benefits, which shall accrue to the parties hereto in carrying out the terms of this agreement, it is mutually understood and agreed as follows:

CONSULTANT agrees:

1. To provide a Registered Geologist and State Certified Technicians as described in the following Scope of Work:

The work in general will consist of providing a Registered Geologist for inspection purposes and evaluation of native material encountered and foundation preparation of soil under the Spillway and Dam for San Sevaine Basin No. 5, W.O. F01193 project plans and specifications. The Consultant shall also provide State Certified Technicians for material testing of earthwork and structure concrete in accordance with the plans and Special Provisions for construction of the Spillway and Dam for San Sevaine Basin No. 5, W.O. F01193. Consultant will also provide a service to pickup concrete cylinders at project site, deliver to lab for curing and compression testing and a mobile lab at the project site. The Consultant will also provide a contact person who will coordinate the scheduling of the Geologist, the Technician and the Concrete Cylinders with the District. The cost for the contact person will be included in the hourly rates for the Geologist and the Technician and included in each item for the concrete cylinders and a mobile lab. Material Testing and service to pick-up concrete cylinders at the project site, deliver to lab for curing and compression testing shall also be performed for the Etiwanda Creek Channel Invert Repair (F01700) portion of the project.

Registered Geologist Hourly Rate

- A. This person shall, under the direction of the Engineer or his authorized representative, evaluate the soil condition encountered after levee excavation as to native soil and evaluation that foundation preparation is done according to the plans and specifications on Spillway and Dam for San Sevaine Basin No. 5.
- B. The Geologist's hourly rate shall begin and end at project site, all hours worked shall be verified daily with Engineer or his authorized representative and the hourly rate paid shall include vehicle, equipment, tools, material to do the above listed evaluation. Any overtime will be at the same regular hourly rate and must have prior approval. The Geologist may be required to work longer than an eight (8) hour day and on weekends depending on the Construction Contractors work schedule, which is unknown at this time. The hourly rate shall also include the contact person's time to coordinate with the District and to provide District with written reports. Reports shall include daily reports and a final report.

State Certified Technician Hourly Rate

- A. Material Testing:
This person or persons shall work under the direction of the Engineer or his authorized representative to perform all necessary material testing for earthwork and structure concrete. He/she must be qualified and equipped to perform the following tests:
- Sand Cone and Nuclear Compaction
 - Max Density
 - Moisture
 - Screen Analysis
 - Sand Equivalent
 - Inspect Batch Plant
 - Sample Batch Plant
 - Check Concrete Mix Design
 - Cast Concrete Cylinders
 - Yield Test
 - Slump Test (Kelly Ball)

- B. All testing shall be done in accordance with either ASTM or California Test Method.
- C. The technicians hourly rate will begin and end at project site and will verify all hours worked daily with Engineer or his authorized representative in writing. Overtime hours will be paid at the same regular rate and must have prior approval. The technicians may be required to work longer than an eight (8) hour day and on weekends depending on the Construction Contractors work schedule which is unknown at this time. There may be times where more than one technician will be required to be on the project at the same time to cover work being completed by the Contractor.
- D. The hourly rate paid will be full compensation for the above listed work including vehicle, equipment, tools, and materials to perform the construction inspection and quality control required by the District. The hourly rate shall also include the contact person's time to coordinate with the District and to provide the District with written reports. Reports shall include daily reports and a final report.

Concrete Cylinders

Cost to include pick-up concrete cylinders at project site, deliver to lab for curing and compression testing.

Cost shall also include the contact person's time to coordinate with the District and to provide the District with written reports. Reports shall include daily reports and a final report.

Mobile Lab

Consultant shall provide a complete mobile lab that shall be placed and kept on the project site for the entire project. The mobile lab shall be fully equipped to be able to perform all required material tests required for this project.

DISTRICT agrees:

1. To provide the **CONSULTANT** with up to date information as it becomes available, which may have an effect on the services being performed by the **CONSULTANT** for the **PROJECT**.
2. To provide the **CONSULTANT** with ample time to schedule personnel for **PROJECT**.
3. To compensate **CONSULTANT** per the following hourly rates:

ITEM NO.	APPROX. QUANTITY	MEASURE UNIT	ITEM DESCRIPTION	UNIT PRICE	ITEM PRICE
1	6,000	HOURS	On-Site State Certified Technicians to perform material testing	\$55.00	\$330,000.00
2	1800	HOURS	On-Site Registered Geologist	\$70.00	\$126,000.00
3	300	EACH	Concrete Cylinder Test/ Pick-up, Delivery, Curing and Storage	\$12.00	\$ 3,600.00
4	1	EACH	Complete Mobile Lab	\$1,000.00	\$ 1,000.00
TOTAL				\$ 460,600.00	

IT IS MUTUALLY AGREED:

1. The **CONSULTANT** shall submit invoices for payment at monthly intervals.
2. Upon approval by the **DISTRICT**, approved monthly billings shall be paid for services performed within 20 working days of receipt of invoice.
3. **Indemnification** -- The **CONSULTANT** agrees to indemnify, defend and hold harmless the County of San Bernardino (a separate, legal public entity) and the San Bernardino County Flood Control District (a separate, legal public entity) and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability to the extent arising from any and all willful misconduct or negligent actions, errors or omissions of **CONSULTANT**, its employees, agents, or subcontractors pursuant to this Contract, except where such indemnification is prohibited by law.

In no event shall **CONSULTANT** be responsible for any claim for damages of any nature whatsoever as a result solely of any action, error, omission, or willful misconduct of the County of San Bernardino (a separate, legal public entity) and the San Bernardino County Flood Control District (a separate, legal public entity).

Workers' Compensation -- A program of Workers' Compensation insurance or a state approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the **CONSULTANT** and all risks to such persons under this Agreement.

Comprehensive General and Automobile Liability Insurance -- This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Additional Named Insured -- All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the following organizations and their officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder:

County of San Bernardino (a separate legal public entity)
San Bernardino County Flood Control District (a separate, legal public entity)

Waiver Of Subrogation Rights -- **CONSULTANT** shall require the carriers of the above required coverage to waive all rights of subrogation against the County of San Bernardino (a separate, legal public entity) and the San Bernardino County Flood Control District (a separate, legal public entity) and their officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary And Non-Contributory -- All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County of San Bernardino (a separate, legal public entity) and the San Bernardino County Flood Control District (a separate, legal public entity).

Proof Of Coverage -- **CONSULTANT** shall immediately furnish certificates of insurance to the **DISTRICT** evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the **DISTRICT**, and **CONSULTANT** shall maintain such insurance from the time **CONSULTANT** commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the **CONSULTANT** shall furnish certified copies of the policies and all endorsements.

Insurance Review -- The above insurance requirements are subject to periodic review by the **DISTRICT**. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the **DISTRICT**. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the **DISTRICT**, inflation, or any other item reasonably related to the **DISTRICT'S** risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. **CONSULTANT** agrees to execute any such amendment within thirty (30) days of receipt.

The **CONSULTANT** shall also secure and maintain, for the term of this agreement, professional liability insurance covering professional negligent acts, errors, or omissions of the **CONSULTANT**, its agents and employees with limits not less than one million dollars (\$1,000,000). Evidence of such insurance coverage shall be filed with the **DISTRICT** prior to the commencement of performance of services hereunder.

4. The **DISTRICT** shall have the right to cancel or suspend work under this agreement by giving **CONSULTANT** fifteen (15) days written notice to that effect. If such cancellation or suspension takes effect, the **CONSULTANT** shall be paid for work accomplished.
5. Termination – the obligation to provide further services under this agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In such event, the **DISTRICT** shall be given all reports developed for that portion of the work completed and/or being terminated or abandoned. Any use of the aforesaid completed documents without specific written verification by **CONSULTANT** will be at the **DISTRICT'S** sole risk and without liability or legal exposure to **CONSULTANT**.
6. The **DISTRICT** shall pay **CONSULTANT** for services for the work being terminated, which were rendered prior to termination. If said termination occurs prior to completion of any task of the **PROJECT** for which payment has not been received, the fee for services performed during such task shall be based on the amount mutually agreed to by the **DISTRICT** and the **CONSULTANT** of the portion of such task completed but not paid prior to said termination.

7. Ownership and Reuse of Documents – that all reports developed for the **PROJECT** shall, upon payment for the services or tasks described in this agreement, be furnished to and become the property of the **DISTRICT**, except as otherwise provided herein. Any reuse without written verification or adaptation by **CONSULTANT** for the specific purpose intended will be at **DISTRICT'S** sole risk and without liability or legal exposure including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **CONSULTANT** to further compensation at rates to be agreed upon by **DISTRICT** and **CONSULTANT**.
8. This agreement, together with the provisions hereof and the exhibits hereto, represent the entire agreement between the **DISTRICT** and the **CONSULTANT** and may only be altered, amended, or cancelled by a written instrument executed by both parties.
9. **DISTRICT** and the **CONSULTANT** each binds itself and its successors and assigns to the other party of this agreement and to the successors and assigns of such other party in respect to all covenants of the agreement. Neither **DISTRICT** nor the **CONSULTANT** shall assign, sublet, or transfer any interest in this agreement without the written consent of the other party. Nothing herein shall be construed as creating a personal liability on the part of the officer or agency of any public body, which may be a party hereto.
10. **DISTRICT** shall have the right to approve in advance any consultant or subcontractors engaged by the **CONSULTANT** to perform any services under this agreement.
11. Special attention to Conflict of Interest, Former County Officials, prevailing wages AND Equal Employment Opportunity of the Request for Proposal is, by specific reference hereby, a part of this contract.

IN WITNESS WHEREOF, the **DISTRICT** has by order of their Board of Supervisors, caused these presents to be subscribed and by the Chairman of said Board and their respective seal to be affixed, attested by the Clerk thereof, and the **CONSULTANT'S** have hereunto subscribed their names, day, month, and year herein first above written.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT
HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By _____
Deputy

AMEC-Earth & Environmental, Inc.
(State if corporation, company, etc.)

By _____
(Authorized Signature)

(Print) –
Name _____

Dated _____

Title _____

Address 4201 Santa Ana Street, Suite F
Ontario, CA 91761

Approved as to Legal Form County Counsel Date _____	Reviewed as to Affirmative Action Date _____	Presented to BOS for Signature Department Head Date _____
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